

1 to which the carrier provides interconnection....”⁴ Qwest currently offers IP interconnection on a
2 wholesale basis to businesses and even to residential customers.⁵ Through VoIP, Qwest can offer
3 up to 46 voice lines per T1, compared to only 24 voice lines per T1 if NCC interconnects with
4 Qwest using SS7.⁶ That distinction shows that Qwest engages in discriminatory interconnection
5 and forces competitors to take and provide services inferior to those offered by Qwest. The Final
6 Recommendation ignores the clear discrimination and points only to the absence of competing
7 contract language.

8 **III. THE PROPOSED CAP ON BILLABLE MINUTES IS ARBITRARY, UNLAWFUL,**
9 **PREJUDICIAL AND INCONSISTENT WITH PUBLIC POLICY.**

10 The Final Recommendation adopts Qwest’s proposed cap of 400,000 compensable
11 minutes of use that it will pay to NCC for terminating Qwest’s calls to NCC where such
12 termination employs MF signaling. Qwest asserts that the cap is due to its inability to verify calls
13 and billing sent via MF signaling because Qwest verifies calls and billing using its SS7 records.
14 That argument should fail because Qwest has not demonstrated that its switches cannot be
15 programmed to obtain all necessary call information from NCC. For instance, Qwest has not
16 discussed with its switch manufacturers how to effect a programming change. Instead, Qwest
17 refused to comply with NCC’s discovery requests and limited its communications with its switch
18 manufacturers to obtaining a list of the manufacturers’ legal representatives.⁷

19 In addition, the argument should fail because the Federal Communications Commission
20 (“FCC”) recently recognized the widespread use of MF signaling and is in the process of
21 developing rules to would address Qwest’s concerns by requiring carriers that use MF signaling
22 to transmit calling number information.⁸ The Commission should not take action in this

23 _____
24 ⁴ 51 Comm. Reg. (P & F) 202 (Or. Dist. Ct. 2010).

25 ⁵ Lesser Reply Testimony, Exhibit 6.

26 ⁶ *Id.*

27 ⁷ Arbitration Transcript (“Arb. Tr.”), 53:17-25; 54:1-9 (admitting that Qwest did not discuss its switches’
28 capabilities with its switch manufacturers’ representatives).

⁸ *See In the Matter of Connect America Fund, A National Broadband Plan for Our Future, Establishing Just
and Reasonable Rates for Local Exchange Carriers, High-Cost Universal Service Support, Developing an
Unified Intercarrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and*